

रजिस्टर्ड नं० ल०-33/एस०एम० 14/91.



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, शुक्रवार, 19 अप्रैल, 1991/29 चैत्र, 1913

हिमाचल प्रदेश सरकार

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this Nineteenth day of April one thousand nine hundred and ninty one BETWEEN the Gujarat Ambuja Cements Limited, a Company registered under the Companies Act, 1956 and having its registered office at Vadnagar, Taluka Kodinar, District Amreli, Gujarat State through Sh. S.N. Todi, General Manager(Commercial) appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Governor of Himachal Pradesh through the Secretary (Industries) to the Government of Himachal Pradesh (hereinafter called the 'Governor' which expression shall include his successors in office and assigns) of the other part.

WHEREAS, upon the application of the Company for the construction of a Cement Plant, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under the provisions of the Land Acquisition Act, 1894 (1 of 1894) the pieces or parcels of land described

and delineated in the Schedule hereto annexed and situated in villages Bated, Suli, Khata, Dwaroo, Rauri and Pachhiyar, Tehsil Arki, District Solan, Himachal Pradesh, measuring 501-5 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the construction of a work likely to prove useful to the public namely, the establishment of a one Million Tonne per annum capacity Cement Plant and whereas the said Government have called upon the company under the provisions of section 41 of the said Act to enter into the agreement with the Governor hereinafter contained:—

Now these presents witness and it is hereby agreed and declared as follows :—

1. On demand the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by court or courts to which an appeal from the award of the said court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts, or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand made by the said Collector the obligations of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amounts as provided in the second clause), but not before possession shall have been taken under the provisions of the above mentioned Act, the Governor shall make over possession of the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security, with the previous sanction of the Government, for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purposes for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. The said construction shall be completed and fully equipped in all respects ready for use within three year (s) from the date on which possession of the said land shall have been given to the Company. Should the said construction not be completed (and fully equipped on all respects ready for use) within the period stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government of Himachal Pradesh or should the said land at any time thereafter cease for a period of 36 consecutive months to be held and used or cease to be required for the purpose or purposes provided for in the foregoing fourth clause then and in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon, whether such buildings were erected before or after transfer of the land to the Company, and thereupon the interest of the Company in the said land and buildings shall absolutely cease and determine.

In witness whereof the seal of the Company has been affixed and the Governor of the State of Himachal Pradesh hereinto set his hand and seal the day, month and year hereinabove mentioned.

For and on behalf of
Gujarat Ambuja Cements Limited

Sd/-

(S. N. TODI),

General Manager (Commercial)

Authorised Attorney.

Witness :

1. Sd/-
(L.C. JASRAPURIA)
C/o Gujarat Ambuja Cements Ltd.

For and on behalf of
the Governor of Himachal Pradesh.

2. Sd/-
(RAKESH SHARMA)
C/o Gujarat Ambuja Cements Ltd.
Aggarwal Bhawan, Sanjauli.

Witness :

Sd/-
through the Secretary (Industries)
to the Government of Himachal Pradesh.

1. Sd/-
Deputy Secretary (Industries),

2. हस्ताक्षरित/-
अनुभाग अधिकारी (उद्योग-क)
हिमाचल प्रदेश सचिवालय ।

SCHEDULE

जिला	तहसील	गांव	खसरा नं०	क्षेत्र	
				विघा	विस्वा
1	2	3	4	5	6
सोलन	अर्की	बटेड़	1	1	17
			2	0	12
			3	3	6
			4	0	10
			5	0	18
			98/6	4	4
			99/6	4	0
			7	1	7
			96/8	40	12
			15/1	2	16
			115/16	0	2
			116/16	2	8

1	2	3	4	5	6
			17	1	5
			18	8	3
			19	0	3
			20	0	6
			21	0	18
			22/1	2	11
			23/1	1	6
		सूहली	3	3	9
			4	1	18
			5	0	2
			6	2	7
			7	0	0
			8	1	1
			9	1	6
			10	4	15
			11	4	5
			12	1	17
			13	0	5
			14/1	36	7
			73	0	5
			74	0	18
			75	0	9
			76	1	16
			77	2	14
			78	1	4
			79	1	3
			80	1	1
			81	0	3
			82	3	12
			83	0	15
			84	2	0
			85	0	10
			86	1	17
			87	1	0
			88	0	9
			89	2	0
			90	0	15
			91	5	14
			92	1	17
			95	0	12
			96	1	15
			97	0	13
			98	0	6
			99	0	18

1	2	3	4	5	6
			100	1	17
			101	0	10
			102	1	8
			103	2	12
			104	2	10
			105	2	8
			106	1	1
			107	3	1
			108	1	8
			109	1	3
			110	1	4
			111	0	11
			112	0	5
			113	1	18
			114	0	16
			115	0	8
			116	1	4
			117	1	13
			118	0	17
		खाता	62/1	3	6
			63	2	4
			64	2	0
			65	0	10
			66	1	12
			67	2	10
			68/1	2	1
			69	0	3
			70	2	11
			71	2	13
			72	1	4
			73	4	12
			74	7	4
			75	3	8
			76	1	1
			77	1	8
			79	2	19
			80	0	18
			81	0	3
			82	7	14
			83/1	5	8
			86/1	1	17
			87/1	2	2
			88/1	1	10

1	2	3	4	5	6
			89	1	5
			90/1	3	13
			91	1	15
			92	0	17
			93	2	6
			94/1	2	14
	डवार्क		1	0	2
			2	0	8
			3	1	8
			4	4	14
			5	2	8
			6	5	17
			35/7	6	12
			36/7	10	0
			8	1	9
			9	2	3
			10	7	11
			11	4	19
			12	0	11
			13	0	5
			14	1	2
			15	2	0
			16/1	0	18
			19/1	4	18
			20	5	0
			21	3	18
			22	1	5
			23	1	8
			24/1	1	0
			25/1	0	10
			27	1	12
			34	3	7
	रोड़ी		15/1	1	12
			150/1	3	16
			15/2	3	10
			12	1	15
			13	3	17
			14	15	13
			16	9	12
			17	2	3
			18	11	14
			19	0	12

1	2	3	4	5	6
			173/20	10	11
			174/20	1	5
			21	0	7
			22	4	3
			23	1	8
			24	4	7
			25	1	0
			26	0	10
			27	0	7
			28	7	12
			29	3	19
			137/1	0	18
			138/1	3	13
			148	0	13
			149	0	7
			150	6	15
			151	1	18
			152	6	19
			153	0	13
			154	4	8
			155	2	12
			156	1	1
			157	5	13
			158	0	6
			159/1	0	13
			160	3	17
		पञ्जीयार	72/1	25	2
				501	5

For and on behalf of
Gujarat Ambuja Cements Ltd.

Sd/-
(S. N. TODI),
General Manager (Commercial)
Authorised Attorney.

Witness:

1. Sd/-
(L. C. JASRAPURIA)
C/o Gujarat Ambuja Cements Ltd.

For and on behalf of
the Governor of Himachal Pradesh.

Sd/-
2. (RAKESH SHARMA)
C/o Gujarat Ambuja Cements Ltd.
Aggarwal Bhawan, Sanjauli.

Sd/-
through the Secretary (Industries)
to the Government of Himachal Pradesh.

